



Elite Professional Investigations

## **CONFIDENTIAL**

### **IMPORTANT - TERMS and CONDITIONS – READ CAREFULLY**

#### **Legal Surveillance**

We as a company must operate within the law at all times. If we undertake a surveillance it is to establish evidence on behalf of clients in pursuance of the matter, we have undertaken to investigate, and the aims and objects agreed upon.

In 2010 laws were introduced to prevent stalking as a need was identified that some individuals used certain means to alarm victims by persistently following or watching them or otherwise pestering them with unwanted attention. To protect victims, offences were created criminalising this conduct which is either intended to cause fear and alarm or can be reasonably judged to be likely to cause such fear and alarm. The intention of the legislation is to protect the vulnerable from those who intend to alarm them or conduct unwanted obsessive behaviour towards them this is often ex partners or persons who have an unwholesome and unwanted pursuance of the persons they stalk.

We are not criminals who seek, by virtue of what we do, to alarm or terrorise victim. We are professional investigators who seek to evidence the alleged wrong doing of the persons under surveillance. This for a legitimate purpose. Although the legislation is clearly intended to prevent the acts of criminals who seek to cause mental or perhaps physical harm the wording of it can be interpreted in a broad sense to include acts that may be conducted without criminal intent.

We must conduct surveillance in such a way we negate causing fear or alarm to the person under surveillance or any other person.

We do this by using sufficient resources so as to mitigate the risk of being noticed and by using techniques as used for example by the police who follow a national surveillance model standard. We ensure that our investigators train to the required standard. Put in simple terms investigators are not invisible they will be seen but they endeavour not to be noticed.

Bearing in mind the forgoing legislation we seek to ensure that we are not acting on behalf of someone who seeks to break such laws so we have a duty to establish that this is not the case and that the purpose of surveillance is not intended at any time to cause fear or alarm to the subject of surveillance or others. We must also ensure that if we produce evidence in a report that the report is not used as a tool to cause fear or alarm.

Further information on stalking can be found at the following links:

The legislation The Criminal Justice and Licensing (Scotland) Act Section 39

<https://www.legislation.gov.uk/asp/2010/13/section/39>

Advice by the Police

<http://www.scotland.police.uk/keep-safe/personal-safety/stalking>

Advice and research by the Scottish Government

<https://www2.gov.scot/Publications/2002/11/15756/13117>

**Regulation of Investigatory Powers (Scotland) Act 2000 and Licensing.**

Please note that surveillance conducted by PUBLIC BODIES is regulated by the Regulation of Investigatory Powers (Scotland) Act 2000 the public bodies that this regulates are defined by the act, they include the Police, Government Departments, Local Authorities and Health Boards. As we are not one of the defined public bodies we are not regulated by the act UNLESS we are working on behalf of such an authority and duly authorised by them. We do however operate within the spirit of the legislation although as explained we are not regulated by it. No similar legislation is in place to regulate private investigation and the government have no licensing of private investigators in the UK.

## **RISK ASSESSMENT AND CLIENT UNDERTAKINGS**

We must take all diligent steps to ensure that we are not being asked to illegally stalk people on behalf of those who seek to breach the stalking legislation. We thus must ask potential clients to answer the following questions and make the following undertakings.

We require that clients advise us of the following to enable us to fulfil our duty of care to operate within the current legislation. We require that you take the undertakings below in order that we can be assured that we are operating under legitimate circumstances.

**Has the person to be placed under surveillance either by the client or others on the client's behalf?**

**Has the subject been observed before or been made aware of previous surveillance?**

**Has the subject been made aware of the suspicions of the wrongdoing they are suspected of?**

**Would the subject of surveillance have any other reason to suspect surveillance by others, for example a law enforcement or other agency?**

**Do any other circumstances prevail that may make the client surveillance aware?**

**YOU MUST UNDERTAKE TO NOTIFY US OF ANY CIRCUMSTANCES THAT MAY INFER THE SUBJECT IS LIKELY TO BE SURVEILLANCE AWARE.**

**YOU MUST UNDERTAKE TO ADVISE US THAT THE INTENTION OF THE SURVEILLANCE IS NOT INTENDED TO CAUSE FEAR OR ALARM.**

**YOU MUST UNDERTAKE THAT NO LEGAL ACTION IS PENDING AGAINST YOU INVOLVING ABUSE OF THE SUBJECT AND THAT NO BAIL OR OTHER RESTRICTIVE CONDITIONS ARE OR HAVE PREVIOUSLY BEEN IN PLACE.**

**WE CANNOT GIVE LEGAL ADVICE AND SUGGEST THAT YOU ACQUIRE SUCH ADVICE IF IN ANY DOUBT.**

## **OTHER TERMS AND CONDITIONS**

### **Confidentiality**

**We will only disclose information as instructed and will only keep information as per our privacy policy which can be seen on our website.**

### **What we will do.**

We will conduct the agreed surveillance for the period agreed. We reserve the right to curtail the surveillance entirely at the discretion of the investigator in charge on the ground should we judge that a compromise is likely to occur. We will recommend resources required to minimise the possibility of compromise by the subject or third parties and having considered the circumstances we may impose a minimum required deployment.

### **What you will get**

We will report to you on our findings if evidential images are required and obtained these will be included. Please notify up of the intended use for the evidence to enable us to present in in the best possible format for its use.

### **What we won't do.**

We will not give live updates during the surveillance although we may seek to revise instructions in the course of the deployment as matters develop. During deployments any communication you have with the subject that is likely to affect their actions or movements should be notified to us. We strongly advise that you do not interrogate the subject during deployments or make them aware of any developments you have been advised of.

### **Loss or damage of equipment**

Tracker and Covert Camera deployment/installation - Where the client has requested the placement and use of a tracking device/Camera(s), the client agrees to indemnify (EPI) for any loss or damages of the equipment.

### **Cost and Payment**

Fees at the agreed and published rates will be paid for the agreed resources and period of surveillance. These fees must be paid in advance. If an extension to surveillance is instructed the client will be responsible for these fees on a pro rata time in line basis. You will be responsible for any incidental expenses incurred at cost (public transport costs, parking charges and other outlays essential to conducting the surveillance)

We reserve the right terminate operations if any terms and conditions are reasonably judged to have been breached

**BY MAKING PAYMENT YOU AGREE TO THESE TERMS, CONDITIONS AND UNDERTAKINGS. YOU WILL ALSO BE RESPONSIBLE SHOULD ANY ADDITION HOURS OR EXPENSES BE INCURRED AS PART OF AN EXTENSION TO THE SURVEILLANCE AS INSTRUCTED BY YOU. HOURS CHARGED AT OUR PUBLISHED RATES AND EXPENSES CHARGED AT COST**